

AG Contract No. KR02-1759TRN
ADOT ECS File: JPA 02-100
Project: G 1051 07C
Section: Economic Strength Program (ESP)
Grant: -Reconstruct (.61 miles of
Thornton and Peters Roads)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CASA GRANDE

THIS AGREEMENT is entered into 25th October, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CASA GRANDE, acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and 28-7282 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City has requested Economic Strength Project (ESP) funds in the amount of \$78,498.00; and the Commerce and Economic Development Commission have recommended the approval of such funds for the City, and the Transportation Board has approved the funding, for the reconstruction of improvements to .61 miles of Thornton and Peters Road to provide improved access, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25582

Filed with the Secretary of State

Date Filed: 10/25/02

Debrae Gayless

Secretary of State

By: Jimmy J. Greenwald

II. SCOPE OF WORK

1. The City will:

a. Insure the additional commitment of 99.82% of the total estimated Project cost, or \$42,571,502.00, whichever is more, from the City or other sources (not including ESP funds) to the Project. Accomplish construction of the Project by public bidding, in strict compliance with State procurement laws, rules and regulations. Upon completion, approve and accept the Project on behalf of the City and provide maintenance.

b. No more often than monthly, invoice the State for ESP funds (Arizona Department of Commerce, ATTN: ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in an amount not to exceed \$78,498.00.

c. Provide the State a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than twelve (12) months after the effective date of this agreement. Provide the State detailed written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended.

d. Reimburse the State any funds received from the State under this agreement, which are not specifically and directly expended in compliance with the ESP grant application, which is attached hereto and made a part hereof, and are subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report detailing the direct and indirect impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the ESP contract(s) and subsequent monthly progress payment invoices, reimburse the City for work completed on the Project funds in an amount not to exceed \$78,498.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the State in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance by the State of any of the provisions of this agreement. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys fees.

3. The total amount of ESP funds expended under this agreement shall not exceed 15.53% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the ESP grant cancelled by the State if the City, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this agreement.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

7. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5-year records retention by the City and audit by the State are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX (602) 712-7424

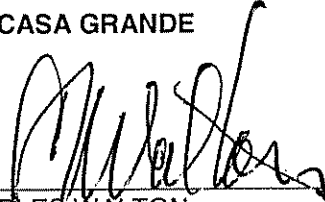
City of Casa Grande
City Manager
510 E. Florence Blvd.
Casa Grande, AZ 85222
FAX (520) 421-8602

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CASA GRANDE

By


CHARLES WALTON
Mayor

STATE OF ARIZONA

Department of Transportation

By

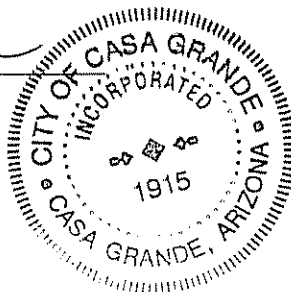

DALE BUSKIRK, Acting Division Director
Transportation Planning Division

ATTEST:

By


GLORIA LEIJA
City Clerk


G:02-100-TPD-Casa Grande-ESP
23Sept2002



RESOLUTION

BE IT RESOLVED on this 5th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, Director of the DEPARTMENT OF TRANSPORTATION (ADOT), have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the TRANSPORTATION PLANNING DIVISION, to enter into an agreement with the City of Casa Grande. The City has requested Economic Strength Project (ESP) funds in the amount of \$78,498.00; and the Commerce and Economic Development Commission have recommended the approval of such funds for the City, and the Transportation Board has approved the funding, for the reconstruction of improvements of 61 miles of Thornton and Peter Rds. to provide improved access, and aid in the retention and development of local business, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Transportation Planning Division for approval and execution


MARY LYNN FISCHER, Division Director
Transportation Planning Division
for VICTOR M. MENDEZ, Director, ADOT

CERTIFICATION

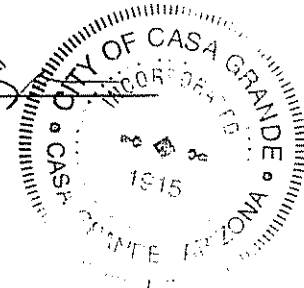
STATE OF ARIZONA)
 :
County of Pinal)

I, Gloria Leija, City Clerk of the City of Casa Grande, hereby certify that the attached **Resolution No. 3213** is a true and correct copy of an original.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal of the City of Casa Grande, this 8th day of October 2002.



Gloria Leija, CMC
City Clerk



RESOLUTION NO. 3213

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY OF CASA GRANDE FOR THE ECONOMIC STRENGTH PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:

Authorization to Enter into Agreement

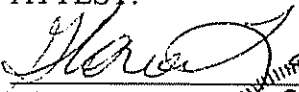
The Mayor and Council of the City of Casa Grande hereby authorize an intergovernmental agreement between the State of Arizona and City of Casa Grande for the Economic Strength Project.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 7th day of October, 2002.

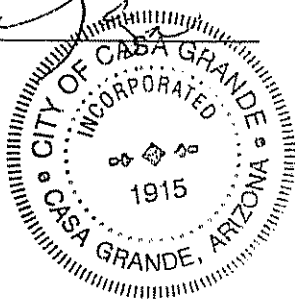


Mayor


ATTEST:



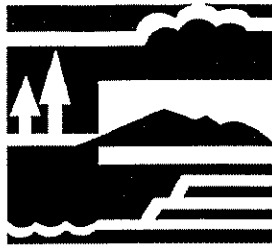
City Clerk



Approved as to Form:



City Attorney

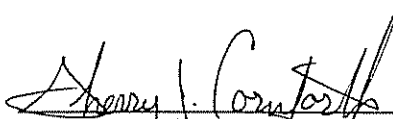


I, Sherry J. Cornforth, Deputy Clerk of the Coconino County Board of Supervisors do hereby certify that the following is a true and correct excerpt of the Regular Meeting minutes from the Tuesday September 17, 2002 Board of Supervisors meeting:

CONSENT AGENDA:

19. Approve an Intergovernmental Agreement between Coconino County and the State of Arizona, through the Department of Transportation for the HURF Exchange Program for Lake Mary Road. **Public Works**

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal of the Board of Supervisors this 17th day of September 2002.


Sherry J. Cornforth
Deputy Clerk of the Board
Coconino County Board of Supervisors

APPROVAL OF THE CITY OF CASA GRANDE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CASA GRANDE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30th day of October, 2002.

Kay Bigelow
Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE: (602) 542-1680
FACSIMILE: (602) 542-3646

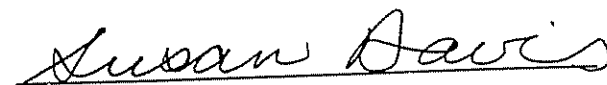
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1759TRN (JPA 02-100), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 5, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.